

DECLARATION AND POWER OF ATTORNEY

I, the below named inventor, hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first, and sole inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled **LIVE, AVIRULENT STRAIN OF *V. ANGUILLARUM* THAT PROTECTS FISH AGAINST INFECTION BY VIRULENT *V. ANGUILLARUM* AND METHOD FOR MAKING THE SAME**, the specification of which was filed on July 26, 2001 as U.S. Pat. Appln. Ser. No. 09/915,706. This application is a continuation-in-part of still-pending U.S. Patent Application Serial No. 60/220,733, filed July 26, 2000.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability in accordance with Title 37, Code of Federal Regulations, Section 1.56.

I hereby claim the benefit under Title 35, United States Code, §120, of United States Patent Application Serial No. 60/220,733 filed July 26, 2000 and insofar as the subject matter of each of the claims of this application is not disclosed in that prior application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose all information that is material to patentability in accordance with Title 37, Code of Federal Regulations, §1.56, and which became available to me between the filing date of the prior application and the national or PCT international filing date of this application.

I hereby declare that all statements made herein based on my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

And I hereby appoint:

| | | |
|-------------------------|---|-----------------|
| Maurice E. Gauthier | - | Reg. No. 20,798 |
| Richard L. Stevens | - | Reg. No. 24,445 |
| Matthew E. Connors | - | Reg. No. 33,298 |
| Arlene J. Powers | - | Reg. No. 35,985 |
| William E. Hilton | - | Reg. No. 35,192 |
| Patrick J. O'Shea | - | Reg. No. 35,305 |
| Richard L. Stevens, Jr. | - | Reg. No. 44,357 |

all of the firm of Samuels, Gauthier & Stevens, my attorneys with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith.

I request that all correspondence be directed to:


Samuels, Gauthier & Stevens
225 Franklin Street, Suite 3300
Boston, MA 02110

Attn: Richard L. Stevens

David R. Nelson
(Full Name of Inventor)

3-31-01
(Date)

US
(Citizenship)


(Inventor's Signature)

13 Mulberry Drive
Wakefield, Rhode Island 02879
(Residence)

Same as Residence
(Post Office Address)

PATENTS ONLY

HONORABLE COMMISSIONER OF
PATENTS AND TRADEMARKS
WASHINGTON, D.C. 20231

SIR:

PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENT(S) OR COPY(IES) THEREOF.

1. NAME OF CONVEYING PARTY(IES)

David R. Nelson
13 Mulberry Drive
Wakefield, Rhode Island 02879

Additional name(s) of conveying party(ies) attached? No

2. NAME(S) AND ADDRESS(ES) OF RECEIVING PARTY(IES)

The Board of Governors for Higher Education,
State of Rhode Island and Providence Plantations
301 Promenade Street
Providence, Rhode Island 02908

Additional name(s) of receiving party(ies) attached? No

3. NATURE OF CONVEYANCE

- ☒ Assignment
☐ Security Agreement
☐ Merger
☐ Change of Name
☐ Other

Execution Date:

August 31, 2001

4. APPLICATION NUMBER(S) OR PATENT NUMBER(S)

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No(s): 09/915,706 filed July 26, 2001

B. Patent No(s): _____

C. Issue Batch No.: _____

D. Issue Date: _____

Additional numbers attached? No.

5. NAME AND ADDRESS OF PARTY TO WHOM
CORRESPONDENCE CONCERNING DOCUMENT
SHOULD BE DIRECTED:

Richard L. Stevens
Samuels, Gauthier & Stevens LLP
225 Franklin Street, Suite 3300
Boston, Massachusetts 02110
(617) 426-9180, Extension 122

6. TOTAL NUMBER OF APPLICATIONS
AND PATENTS INVOLVED: 1

7. TOTAL FEE DUE: \$40.00 (Enclosed)

If any additional fee(s) are due, the Commissioner is hereby authorized to charge the Deposit Order Account noted in item 8.

8. DEPOSIT ACCOUNT NUMBER: 19-0079

9. STATEMENT AND SIGNATURE

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard L. Stevens
Name of Person Signing

Signature

Date

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited with the United States Postal Service on the date shown below in an envelope as first class mail, postage prepaid, addressed to the Assistant Commissioner of Patents and Trademarks, Washington, D.C. 20231.

Date:

December 11, 2001

Julie A. Catalano

ASSIGNMENT

Know all men by these presents that:

WHEREAS we, David R. Nelson
 13 Mulberry Drive
 Wakefield, Rhode Island 02879

have made an invention for

**LIVE, AVIRULENT STRAIN OF *V. ANGUILLARUM* THAT PROTECTS
FISH AGAINST INFECTION BY VIRULENT *V. ANGUILLARUM* AND
METHOD FOR MAKING THE SAME**

described in the application filed in the United States Patent Office filed on July 26, 2001 under U.S. Pat. Appln. Ser. No. 09/915,706.

WHEREAS The Board of Governors for Higher Education, State of Rhode Island and Providence Plantations having a place of business at 301 Promenade Street, Providence, Rhode Island 02908, for the benefit of itself, its successors and assigns, all inclusively hereinafter referred to as the Assignee, is desirous of acquiring the entire right, title and interest in and to the said invention, the said application, all inventions disclosed in said application and any and all Letters Patent of the United States and of all other countries which may be granted for the said invention or inventions, or any of them;

NOW, THEREFORE, for good and valuable consideration provided by said Assignee, the receipt whereof is hereby acknowledged, we do hereby sell, assign and transfer to the said Assignee the entire right, title and interest in and to the said invention, inventions and application, including all priority rights arising therefrom, all inventions disclosed in said application, and any and all Letters Patent of the United States, and of all other countries, together with the right to apply for such Letters Patent, which may be granted for the said invention, inventions or any of them,

TO HAVE, HOLD AND ENJOY the said invention, the said application, and the said Letters Patent, to said

**The Board of Governors for Higher Education,
State of Rhode Island and Providence Plantations**

its successors and assigns, to its and their own use and behoof to the full end of the term or terms for which the said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made.

AND we hereby authorize and request the Commissioner of Patents of the United States and the appropriate officers of all foreign patent offices to issue any and all Letters Patent which may be granted on the said application or applications above referred to, or for the said invention, or any of them, to the said Assignee in accordance with the terms of this instrument.

AND we hereby agree to execute and sign without further consideration any other legal document and any other assignments and any divisional, continuing, renewal, reissue or other application in and for all patents that may be appropriate and may be deemed necessary by the Assignee fully to secure to said Assignee its interests as aforesaid in and to the said invention or any part thereof and in and to the said patents or any of them.

AND we further covenant and agree that we will at any time upon request communicate to the said Assignee, its successors, assigns or other legal representatives, any facts known to us relating to the said invention and any patent that may be granted thereon, and will testify as to the same in any interference or litigation when requested to do so.

AND we hereby covenant for ourselves and our legal representatives that we have not hitherto assigned or granted any license to make, use or sell said invention, and that we will not henceforth purport to assign, license or execute any instrument to that effect in conflict with this assignment.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the dates below.

8-31-01

Date

David R. Nelson

David R. Nelson